

AN ORDINANCE TO AUTHORIZE AND DIRECT THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A CONTRACT WITH THE CITY OF AKRON WITH RESPECT TO FURNISHING PROSECUTORIAL SERVICES BY THE CITY OF AKRON AND DECLARING AN EMERGENCY.

Be It Ordained by the Council of the Village of Richfield, Ohio:

Section 1: The Mayor and Director of Finance are authorized and directed to enter into an agreement with the City of Akron, Ohio, for the furnishing of prosecutorial services before the Municipal Court of Akron, Ohio, and they are further authorized to draw warrants upon the proper fund for payment for such services.

Section 2: The form of the agreement now on file in the office of the Director of Public Service is hereby approved.

Section 3: This Ordinance is determined to be an emergency measure necessary for the immediate preservation of the public peace, health or safety for the reason the present contract has expired and renewal is necessary and provided this Ordinance receives the affirmative vote of two-thirds of the members elected or appointed, it shall take effect and be in force from and after its approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest date provided by law.

Passed: 10/2/84

Paul R. Hild
President of Council

E. James Fisher
Mayor
Dated: 10-2-84

Attest:

Theresa A. Keating
Clerk of Council

A G R E E M E N T

THIS AGREEMENT, entered into this _____ day of _____, 1984, by and between Harold K. Stubbs, Director of Law for the City of Akron, Ohio, pursuant to Ordinance No. 46-1981, passed January 26, 1981, and the Village of Richfield, Ohio, by the Mayor and the Director of Finance, pursuant to Ordinance No. 60-1984, for the prosecution of certain cases before the Akron Municipal Court, Criminal Division, and for the representation of the Bureau of Motor Vehicles of certain cases in the Akron Municipal Court, Civil Division; now, therefore, the parties hereto agree as follows:

Harold K. Stubbs, Director of Law of the City of Akron, Ohio, hereby agrees that he will undertake to prosecute, by and through personnel employed by the City of Akron Law Department, all cases coming before the Akron Municipal Court, Criminal Division, arising out of alleged violations of traffic and criminal ordinances of the Village of Richfield, Ohio, or traffic and criminal statutes of the State of Ohio, which occur within the limits of the Village of Richfield, Ohio.

Harold K. Stubbs, Director of Law of the City of Akron, Ohio, further agrees that he will direct his personnel who are to perform the services contemplated by this Agreement, to consult with and advise the officers of the Village of Richfield, Ohio, Police Department, and all other appropriate officials of the Village of Richfield, Ohio, when necessary, concerning the enforcement of the criminal and traffic statutes of the State of Ohio and ordinances of the Village of Richfield, Ohio, within the limits of said Village of Richfield, Ohio.

Harold K. Stubbs, Director of Law of the City of Akron, Ohio, further agrees that he will, by and through the personnel assigned to duties in the City of Akron Law Department, consult with and advise all persons concerning violations of the criminal statutes of the State of Ohio, alleged to have occurred within the limits of the Village of Richfield, Ohio, and will assist such citizens, when necessary, in the preparation and filing of affidavits charging such offenses.

Harold K. Stubbs, Director of Law of the City of Akron, Ohio, further agrees that he will undertake to represent the Bureau of Motor Vehicles, by and through personnel employed by the City of Akron Law Department, in all cases coming before the Akron Municipal Court, Civil Division, arising out of the appeal procedures of Ohio Revised Code Sections 4511.191 and 4507.40 and in which the legal representative of the Village of Richfield, Ohio, would have a duty to represent the Bureau of Motor Vehicles.

The Village of Richfield, Ohio, in consideration of the above, agrees to pay to Harold K. Stubbs, Director of Law of the City of Akron, Ohio, or to any assistant director of law designated by him of the City of Akron, the total sum of Five Hundred Fifty-seven Dollars and Seventy-six cents (\$557.76), payable on or before October 1, 1984 for the period ending June 30, 1985.

It is mutually understood and agreed that the responsibility of Harold K. Stubbs, Director of Law of the City of Akron, Ohio, under this Agreement shall be limited to those functions set out above, and specifically that he and his Prosecutor or Civil Litigation

personnel, by which he chooses to perform the Agreement, shall not be required to engage in any investigations other than those normally performed by the City of Akron Law Department in regard to and incident to the prosecution thereby of routine cases arising in the City of Akron, the taking of depositions, the prosecution of appeals from judgments of the Akron Municipal Court, or the preparation or consideration of legislation. Expenses of litigation shall be borne by the Village of Richfield, Ohio.

This Agreement may be terminated by either party hereto at any time before the expiration thereof by giving thirty (30) days' written notice to the other party of its intention to terminate.

The Village of Richfield, Ohio agrees to hold harmless and defend the City of Akron, Ohio, Harold K. Stubbs, and any and all employees of the City of Akron Law Department from all liability on account of any acts or omissions arising out of this Agreement.

The parties hereto further agree that this Agreement shall be in full force and effect from the date first written above through June 30, 1985, unless terminated earlier, as provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this _____ day of _____, 1984.

CITY OF AKRON DEPARTMENT OF LAW

Harold K. Stubbs
Director of Law

VILLAGE OF RICHFIELD, OHIO

Mayor

Director of Finance